

EXHIBIT A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENTROPIC COMMUNICATIONS, LLC,

Plaintiff,

v.

DISH NETWORK CORPORATION, *et al.*,

Defendants.

Case No.: 2:23-cv-01043-JWH-KES
(Lead Case)
Case No.: 2:23-cv-01047-JWH-KES
(Related Case)
Case No.: 2:23-cv-01048-JWH-KES
(Related Case)
Case No.: 2:23-cv-05253-JWH-KES
(Related Case)

ENTROPIC COMMUNICATIONS, LLC,

Plaintiff,

v.

COX COMMUNICATIONS, INC., *et al.*,

Defendants.

**SUPPLEMENT TO SECOND
AMENDED COMPLAINT
AGAINST COMCAST**

DEMAND FOR JURY TRIAL

1 ENTROPIC COMMUNICATIONS, LLC,

2 Plaintiff,

3 v.

4 COMCAST CORPORATION, *et al.*,

5 Defendants.

6 ENTROPIC COMMUNICATIONS, LLC,

7 Plaintiff,

8 v.

9 DIRECTV, LLC, *et al.*,

10 Defendants.

1 Plaintiff, Entropic Communications, LLC (“Entropic”) submits this supplement
2 to its complaint for patent infringement against Comcast Corporation (“Comcast
3 Corp.”); Comcast Cable Communications, LLC (“Comcast Communications”); and
4 Comcast Cable Communications Management, LLC (“Comcast Management”)
5 (collectively “Comcast”). Plaintiff’s Second Amended Complaint for Patent
6 Infringement Against Comcast (1043 DE 189) is incorporated by reference.

7 **COMCAST’S POST-SUIT WILLFUL INFRINGEMENT OF THE**
8 **ASSERTED PATENTS**

9 **E. Comcast has willfully infringed each of the Asserted Patents through its**
10 **post-suit conduct.¹**

11 1. Despite having knowledge of its infringement of the Asserted Patents by
12 virtue of Entropic’s original Complaint, its First Amended Complaint, and its
13 infringement contentions, Comcast continues to make, use, sell, or offer for sale the
14 Accused Products. Thus, Comcast continues to willfully infringe the Asserted Patents.

15 2. Further, on December 1, 2023, MaxLinear, Inc. filed a Counterclaim
16 against Comcast in the Southern District of New York (“SDNY”) containing detailed
17 allegations of Comcast’s misappropriation of MaxLinear’s trade secrets. These
18 allegations shed further light on Comcast’s willful infringement of the Patents-in-Suit.

19 3. Even if Comcast had not willfully infringed the Asserted Patents,
20 MaxLinear, Inc. provided notice of termination of the VSA to Comcast on May 18,
21 2023, and the VSA is therefore no longer in effect.

22
23
24 ¹ Entropic has filed a motion for leave to supplement its complaint with the allegations
25 contained in Section E herein contemporaneously with the Second Amended
26 Complaint. This motion requests leave to include allegations of events that occurred
27 after the filing of the original complaint, and it includes a redlined copy of the proposed
28 supplemental pleading to Entropic’s First Amended Complaint, consistent with this
Court’s Standing Order.

1 **1. Original Complaint**

2 4. Before the filing of the Second Amended Complaint, on February 16,
3 2023, Comcast accepted service of Entropic's original Complaint alleging infringement
4 of the same Asserted Patents. *See* DE 1. Entropic hereby incorporates its original
5 Complaint into the Second Amended Complaint and this supplement by reference.

6 5. Entropic's original Complaint specifically described the infringing nature
7 of the Accused Products, which are the same as those described herein. Further, the
8 original complaint set forth detailed allegations of how each of the Asserted Patents was
9 infringed by one of or more of the Accused Products.

10 6. Comcast thereafter analyzed Entropic's allegations of infringement and
11 has indeed engaged in substantive discussions with Entropic related to Entropic's
12 infringement allegations.

13 7. Indeed, after Entropic's Complaint was filed, on information and belief,
14 Comcast again sought indemnification from its suppliers for Entropic's claims.

15 8. Thus, Comcast was on notice of the basis for Entropic's infringement
16 claims and sought protection for those claims from its suppliers. On information and
17 belief, Comcast could not have stated grounds for indemnification by specific suppliers
18 unless it had knowledge of the basis for Entropic's infringement claims, as well as the
19 specific products that were being accused.

20 9. Thus, Comcast has been aware that it infringed Asserted Patents since the
21 service of Entropic's original Complaint, on February 16, 2023.

22 **2. First Amended Complaint**

23 10. Before the filing of the Second Amended Complaint, on June 5, 2023,
24 Comcast was served with Entropic's First Amended Complaint alleging
25 infringement of the same Asserted Patents. *See* DE 67. Entropic hereby
26 incorporates its First Amended Complaint into the Second Amended Complaint
27 and this supplement by reference.

1 11. Even more so than its original Complaint, Entropic's First Amended
2 Complaint set forth specific allegations of Comcast's infringement of each of the
3 Asserted Patents. Entropic included reference to particular patents that Comcast
4 willfully infringed based on its use of particular technology.

5 12. Comcast thereafter analyzed Entropic's allegations of infringement and
6 has indeed engaged in substantive discussions with Entropic related to Entropic's
7 infringement allegations.

8 13. Thus, Comcast has been aware that it infringed Asserted Patents since the
9 service of Entropic's original Complaint, on June 5, 2023.

10 **3. Entropic's Infringement Contentions**

11 14. Further, Entropic's infringement contentions, served on September 15,
12 2023, provided Comcast with additional notice of infringement. Entropic hereby
13 incorporates its infringement contentions into the Second Amended Complaint and this
14 supplement by reference.

15 15. Entropic's infringement contentions set forth Entropic's infringement
16 positions in detail, and they include charts setting forth how each Accused Product
17 specifically infringed each Asserted Patent.

18 16. In particular, Entropic identified how Comcast's development and use of
19 a PMA system that generates and transacts D3.1 downstream (DS) profiles infringes
20 upon Entropic's '682 Patent.

21 17. Comcast thereafter analyzed the infringement contentions and has engaged
22 in thorough discussions with Entropic regarding the substance of these contentions.

23 18. Thus, Comcast has been aware that it infringed Asserted Patents since at
24 least September 15, 2023.

25 19. To date, Comcast has continued its wrongful and willful use of the Patents-
26 in-Suit, and has further continued its attempts to shield itself from liability for its
27 wrongful use thereof.

1 20. Comcast’s continued sale of the Accused Products despite its knowledge
2 of the infringement set forth in Entropic’s original Complaint, Second Amended
3 Complaint, and Entropic’s infringement contentions demonstrates its intent to willfully
4 infringe the Asserted Patents.

5 **4. MaxLinear’s SDNY Counterclaim**

6 21. On December 1, 2023, MaxLinear, Inc. filed a Counterclaim against
7 Comcast, alleging that Comcast breached the nondisclosure agreement (the “NDA”) it
8 entered into with MaxLinear, Inc. and misappropriated MaxLinear, Inc.’s trade secrets.
9 *See Comcast Cable Communications Management, LLC, et al. v. MaxLinear, Inc.*, Case
10 No. 1:23-cv-04436-AKH, DE 88 (S.D.N.Y. Dec. 1, 2023). This Counterclaim is hereby
11 incorporated into the Second Amended Complaint and this supplement by reference.

12 22. In its Counterclaim, MaxLinear, Inc. alleges that Comcast intentionally,
13 and in violation of the NDA, capitalized off of MaxLinear’s breakthrough FDX
14 technology by first convincing MaxLinear to disclose that technology to Comcast, and
15 then by taking credit for technology and divulging the information it learned to
16 MaxLinear’s competitor.

17 23. Specifically, Comcast knowingly published aspects of MaxLinear’s FDX
18 amplifier design as its own through its employee, Richard Prodan; disclosed the
19 amplifier design to MaxLinear’s competitor; and paid the competitor to create a
20 functionally identical amplifier for Comcast.

21 24. MaxLinear goes on to allege that, while Comcast has previously hid behind
22 Section 7.3 of the VSA—an agreement which Comcast itself drafted—Comcast’s
23 knowing misappropriation of MaxLinear’s FDX-amplifier trade secret technology has
24 rendered this provision irrelevant.

25 **5. Termination of the VSA**

26 25. The VSA’s Term expires on July 31, 2026. However, the VSA permits
27 MaxLinear, Inc. to terminate prior to July 31, 2026, at any time, with 90 days’ notice.
28

26. Upon information and belief, MaxLinear, Inc. sent notice to Comcast of termination of the VSA on or about May 18, 2023.

27. Thus, the VSA has been terminated since no later than August 16, 2023. The VSA is therefore no longer in effect.

COUNT I

(Infringement of the '518 Patent)

28. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.0, 1.1, and/or 2.0 necessarily infringes at least claim 1 of the '518 Patent.

29. Comcast has known of or has been willfully blind to the '518 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

30. Comcast has known of or has been willfully blind to the '518 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

31. Comcast has known of or has been willfully blind to the '518 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT II

(Infringement of the '249 Patent)

32. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.0, 1.1, and/or 2.0 necessarily infringes at least claim 10 of the '249 Patent.

33. Comcast has known of or has been willfully blind to the '249 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

41. Comcast has known of or has been willfully blind to the '802 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

42. Comcast has known of or has been willfully blind to the '802 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

43. Comcast has known of or has been willfully blind to the '802 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT V

(Infringement of the '450 Patent)

44. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.0, 1.1, and/or 2.0 necessarily infringes at least claim 29 of the '450 Patent.

45. Comcast has known of or has been willfully blind to the '450 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

46. Comcast has known of or has been willfully blind to the '450 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

47. Comcast has known of or has been willfully blind to the '450 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT VI

(Infringement of the '7,566 Patent)

48. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant

1 with the charted provisions of MoCA 1.0, 1.1, and/or 2.0 necessarily infringes at least
2 claim 11 of the '7,566 Patent.

3 49. Comcast has known of or has been willfully blind to the '7,566 Patent since
4 before, and no later than the date of, its acceptance of service of the original Complaint
5 in this action on February 16, 2023.

6 50. Comcast has known of or has been willfully blind to the '7,566 Patent since
7 before, and no later than the date of, its acceptance of service of the First Amended
8 Complaint in this action on June 5, 2023.

9 51. Comcast has known of or has been willfully blind to the '7,566 Patent since
10 before, and no later than the date of, its acceptance of service of Entropic's infringement
11 contentions on September 29, 2023.

12 **COUNT VII**

13 **(Infringement of the '539 Patent)**

14 52. As set forth in the infringement contentions that were served on Comcast
15 on September 29, 2023, any product or system operating in a MoCA network compliant
16 with the charted provisions of MoCA 1.0, 1.1, and/or 2.0 necessarily infringes at least
17 claim 1 of the '539 Patent.

18 53. Comcast has known of or has been willfully blind to the '539 Patent since
19 before, and no later than the date of, its acceptance of service of the original Complaint
20 in this action on February 16, 2023.

21 54. Comcast has known of or has been willfully blind to the '539 Patent since
22 before, and no later than the date of, its acceptance of service of the First Amended
23 Complaint in this action on June 5, 2023.

24 55. Comcast has known of or has been willfully blind to the '539 Patent since
25 before, and no later than the date of, its acceptance of service of Entropic's infringement
26 contentions on September 29, 2023.

COUNT VIII

(Infringement of the '213 Patent)

56. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.1, or 2.0 necessarily infringes at least claim 1 of the '213 Patent.

57. Comcast has known of or has been willfully blind to the '213 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

58. Comcast has known of or has been willfully blind to the '213 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

59. Comcast has known of or has been willfully blind to the '213 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT IX

(Infringement of the '422 Patent)

60. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.1, or 2.0 necessarily infringes at least claim 1 of the '422 Patent.

61. Comcast has known of or has been willfully blind to the '422 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

62. Comcast has known of or has been willfully blind to the '422 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

63. Comcast has known of or has been willfully blind to the '422 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT X

(Infringement of the '910 Patent)

64. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 1.1, or 2.0 necessarily infringes at least claim 3 of the '910 Patent.

65. Comcast has known of or has been willfully blind to the '910 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

66. Comcast has known of or has been willfully blind to the '910 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

67. Comcast has known of or has been willfully blind to the '910 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT XI

(Infringement of the '0,566 Patent)

68. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 2.0 necessarily infringes at least claim 1 of the '0,566 Patent.

69. Comcast has known of or has been willfully blind to the '0,566 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

70. Comcast has known of or has been willfully blind to the '0,566 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

71. Comcast has known of or has been willfully blind to the '0,566 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

COUNT XII

(Infringement of the '681 Patent)

72. As set forth in the infringement contentions that were served on Comcast on September 29, 2023, any product or system operating in a MoCA network compliant with the charted provisions of MoCA 2.0 necessarily infringes at least claim 1 of the '681 Patent.

73. Comcast has known of or has been willfully blind to the '681 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

74. Comcast has known of or has been willfully blind to the '681 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

75. Comcast has known of or has been willfully blind to the '681 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 29, 2023.

Dated: December 8, 2023

Respectfully submitted,

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